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14 Attorneys for Plaintiff
MICROSOFT CORPORATION

16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

18 MICROSOFT CORPORATION,

19 Plaintiff,

20 v.

21 COREL CORPORATION AND COREL INC.,

22 Defendants.

23 AND RELATED COUNTERCLAIMS.

Case No. 5:15-cv-05836-EJD

**PLAINTIFF MICROSOFT
CORPORATION'S ADMINISTRATIVE
MOTION TO SEAL**

Judge: Hon. Edward J. Davila
Crtm.: 4, 5th Floor

Pursuant to Civil Local Rules 79-5(d) and 7-11, Plaintiff Microsoft Corporation respectfully requests that this Court allow filing under seal, as redacted by Microsoft, of:

- portions of its Administrative Motion for 60-Day Extension of Time for Its Opposition to Corel Corporation and Corel, Inc.’s Motion for Partial Summary Judgment;
- portions of supporting Declaration of Olga May;
- portions of Exhibits A and B to Declaration of Olga May.

This request is related to an administrative motion for an extension of time to file an opposition and thus requires only a showing of good cause for sealing. But to the extent it implicates Corel’s summary judgment motion, this request meets the standard for sealing with respect to dispositive motions as well.

A party seeking to seal a document needs to rebut a presumption in favor of access that applies to all documents other than grand jury transcripts or pre-indictment warrant materials. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006). When a party seeks to file materials in connection with a dispositive motion, the presumption of access to records is overcome if the party presents “compelling reasons supported by specific factual findings that outweigh the general history of access and the public policies favoring disclosure.” *Id.* at 1178-79.

“‘[T]he right to inspect and copy judicial records is not absolute,’ and, in particular, ‘the common-law right of inspection has bowed before the power of a court to insure that its records are not used ... as sources of business information that might harm a litigant’s competitive standing.’” *In re Electronic Arts, Inc.*, 298 Fed.Appx. 568, 569 (9th Cir. 2008) (citing *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978)).

District courts have repeatedly found “compelling reasons” to seal when the documents included confidential business information. *See, e.g., Network Appliance, Inc. v. Sun Microsystems Inc.*, 2010 WL 841274, at *3-4 (N.D. Cal. March 10, 2010); *Abstrax, Inc. v. Sun Microsystems, Inc.*, 2011 WL 2550825, at *3 (N.D. Cal. June 27, 2011) (finding “compelling reasons” to seal confidential information regarding revenue, products, internal manufacturing procedures, source

1 code development, and related deposition testimony); *Microsoft v. Motorola, Inc.*, 2012 WL
2 5476846, at *2-3 (W.D. Wash. Nov. 12, 2012).

3 Here, the portions of the papers at issue cite *verbatim* or discuss the terms of the parties'
4 agreement contained in Exhibit A to the Declaration of James Hall in Support of Corel's Motion
5 for Partial Summary Judgment. [D.I. 49-3.] The agreement by its terms is confidential. [*See id.*
6 at ¶ 10.] The agreement discloses the parties' confidential and proprietary settlement terms,
7 business practices, and business information. Microsoft has maintained this information as
8 confidential and its public disclosure would harm Microsoft's competitive standing.

9 Microsoft has narrowly tailored its request to seal to protecting the confidential
10 information and redacted the documents where practicable.

11 On May 23, 2016, when Corel filed its motion for partial summary judgment, the parties
12 stipulated to the filing of the agreement and references to it under seal. [D.I. 48-2.] A similar
13 stipulation is filed with Microsoft's present motion.

14 Accordingly, Microsoft respectfully requests that its motion be granted.
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1 Dated: May 31, 2016

FISH & RICHARDSON P.C.

2 By: /s/ Olga I. May
3 Olga I. May

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